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LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

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MILTON C. GRACE*
JAMES C. MARTIN, JR.*

*NOT A MEMBER OF D.C. BAR
*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN OHIO
*ALSO ADMITTED IN MARYLAND

OF COUNSEL
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AREA CODE 202
393-2266

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RECORDATION NO. 15299-A Filed 1425

SEP 24 1987 - 11 45 AM

September 24, 1987

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C.

7-267A061
No. _____
Date SEP 24 1987
Fee \$ 10.00

ICC Washington, D.C.

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are the original and three copies of an Assignment of Lease Agreement and Railcar Maintenance Agreement dated August 25, 1987, a secondary document as defined in the Commission's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease dated as of February 1, 1987 between Greenbrier Leasing Corporation, Lessor, and Burlington Northern Railroad Company, Lessee, which was duly filed and recorded on August 28, 1987 at 11:50 a.m. and assigned Recordation Number 15299.

The names and addresses of the parties to the enclosed document are:

Assignor: Greenbrier Leasing Corporation
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97034

Assignee: Chrysler Rail Transportation Corporation
Greenwich Office Park 1
Greenwich, Connecticut 06836-6900

A description of the railroad equipment covered by the enclosed document is:

Fifteen (15) five-platform bulkhead intermodal

County part — CT. Koppler

SEP 24 11 41 AM '87
MOTOR OPERATING UNIT
ICC OFFICE OF
THE SECRETARY

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
September 24, 1987
Page Two

container flatcars bearing railroad reporting
markings BN 63910 through BN 63924, inclusive.

Also enclosed is a check in the amount of \$10 payable
to the order of the Interstate Commerce Commission covering
the required recordation fee.

Kindly return three (3) stamped copies of the enclosed
document to Charles T. Kappler, Esq., Alvord and Alvord,
918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to
appear in the Commission's Index is:

Assignment of Lease Agreement and Railcar Main-
tenance Agreement dated August 25, 1987 between
Greenbrier Leasing Corporation, Assignor, and
Chrysler Rail Transportation Corporation covering
fifteen container flatcars, BN 63910 - 63924.

Very truly yours,


Charles T. Kappler

Enclosures

**ASSIGNMENT OF LEASE AGREEMENT
AND RAILCAR MAINTENANCE AGREEMENT**

INTERSTATE COMMERCE COMMISSION

FOR VALUE RECEIVED, Greenbrier Leasing Corporation, a Delaware corporation ("Assignor"), hereby assigns to Chrysler Rail Transportation Corporation, a Delaware corporation ("Assignee"), all of its right, title and interest in and to the Lease Agreement dated February 1, 1987 by and between Assignor, as Lessor, and Burlington Northern Railroad, Lessee ("Lessee") (the "Lease") and the Railcar Maintenance Agreement (the "Maintenance Agreement") dated February 1, 1987, also by and between the Assignor and the Lessee.

- A) Assignee hereby accepts the above assignment and covenants to be bound to all the duties and obligations of the Lease and the Maintenance Agreement, except the following:
- i) the obligations of paragraphs 6 and 8 of the Maintenance Agreement, and
 - ii) the warranty obligations, if any, of the Lessor or Owner (as therein defined) under Section 6 of the Lease.
- B) Assignor agrees to assume liability for, and does hereby indemnify and agree to indemnify, protect, save and hold harmless Assignee from and against, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, costs, expenses and disbursements (including, without limitation, the fees and expenses of lawyers, accountants and other experts) of any kind and nature whatsoever without any limitations as to amounts ("Claims") which may be imposed on, incurred by or asserted against Assignee in any way relating to or arising out of any warranty obligation of Lessor or Owner (as therein defined) under Section 6 of the Lease. Assignor further indemnifies and holds Assignee harmless from and against any Claims which Lessee under the Lease may assert against Assignee as a direct result of:
- i) the exception clause at the beginning of Section 8(a) of the Lease, and
 - ii) the second of two sub-paragraphs each bearing the caption "(vi)" within Section 13(a) of the Lease.
- C) Assignee hereby covenants that so long as an Event of Default as defined under the Lease does not exist, the Assignee shall not interfere with the rights of Lessee to have quiet and peaceful use and possession of the Equipment during the term of the Lease.

D) Assignor hereby warrants, represents, and agrees that:

- i) the Lease and the Equipment are not subject to any pledges, liens, or encumbrances;
- ii) the Lease is valid, genuine, and enforceable in accordance with its terms;
- iii) no defaults exist under the Lease nor does the Lessee have any defense, setoff, or counterclaim.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 25th day of August, 1987.

GREENBRIER LEASING
CORPORATION

BY: *Norman M. Webb*

NAME: _____

TITLE: _____

CHRYSLER RAIL TRANSPORTATION
CORPORATION

BY: *John W. James*

NAME: John W. JAMES

TITLE: OPERATIONS MANAGER

STATE OF OREGON)
) ss:
COUNTY OF CLACKAMAS)

On this 3rd day of September, 1987 before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is Executive Vice President of GREENBRIER LEASING CORPORATION, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was his free act and deed.

Janet E. Hudson
Notary Public

(NOTARIAL SEAL)

My commission expires: 5/28/90

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

On this 21st day of September 1987, before me personally appeared John W. James, to me personally known, who being by me duly sworn, says that he is Operations Manager of CHRYSLER RAIL TRANSPORTATION CORPORATION, that said instrument was signed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was his free act and deed.

Natalie H. Foy
Notary Public

(NOTARIAL SEAL)

My commission expires: My Commission Expires Mar. 31, 1991

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Charles T. Kappler, Esq.
Alvord & Alvord
918 16th Street N.W.
Washington, D.C. 20006

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/24/87 at 11:45AM, and assigned re-
recording number(s). 15299-A

Sincerely yours,

Norita R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)